



Wisconsin Department of Public Instruction
CHILD AND ADULT CARE FOOD PROGRAM
PERMANENT AGREEMENT/POLICY STATEMENT
PI-1486-AP (Rev. 06-06)

INSTRUCTIONS: Complete this Agreement/Policy Statement in duplicate and submit both copies to:

WISCONSIN DEPARTMENT OF PUBLIC INSTRUCTION
ATTN: ELLEN SULLIVAN
COMMUNITY NUTRITION PROGRAMS
P.O. BOX 7841
MADISON, WI 53707-7841

Agreement Number

GENERAL INFORMATION

Institution/Sponsoring Organization

Mailing Address *Street, City, State, Zip*

Name of Authorized Representative

Title

Telephone Area/No.

II. AGREEMENT

In order to effectuate the purpose of Public Law 95-627 and the regulations governing the Child and Adult Care Food Program (CACFP) issued thereunder (herein referred to as the "Program"), the Department of Public Instruction (herein referred to as the "Department") and the Institution/Sponsoring Organization (herein referred to as the "Institution") whose name and address appear above, acting on behalf of each adult care center, child care center, outside school hours care center, after school hours care site, or emergency shelter with approved CACFP Site Applications (herein referred to as "Sites"), covenant and agree as follows:

THE DEPARTMENT AGREES THAT it shall reimburse the Institution to the extent of available funding, in connection with meals served to participants at Sites during the period hereinafter stated. The amount of reimbursement for meals shall not exceed the amount equal to the number of meals, by type, served to participants multiplied by the rate assigned by the Department. The Department may change rates of reimbursement for Institutions as necessary to reflect changes in the enrollment at the program level or changes in rates authorized by the U.S. Department of Agriculture.

THE INSTITUTION REPRESENTS AND WARRANTS THAT it is 1) the governing body responsible for the administration of the Sites, or 2) the agency to which the Sites have delegated authority for the operation of their food service. To qualify for reimbursement under this Agreement, in conducting the food service at the Sites, the Institution will:

1. Operate a nonprofit food service using all of the income there from solely for the operation or improvement of such service, except such income shall not be used to purchase land, to acquire or construct buildings, or to make alterations of existing buildings.
2. Serve meals which meet the minimum nutritional requirements specified in the Department Guidance Memorandums and 7 CFR 226, where applicable, during a period designated as the attendance period of the Institution, or if a food service management company provides the meals, make certain that it fulfills the terms of this Agreement in accordance with program regulations.
 - a. Each institution participating in the Program shall serve one or more of the following types of meals, as provided in its approved application: Breakfast; Lunch; Supper; Supplemental food served between such other meals (AM Snack, PM Snack, Additional Snack).
 - b. Except as otherwise provided in this section, and in any appendix to this part, each meal shall contain as a minimum the food components as follows for each participant greater than one year of age:
 - 1) A breakfast shall contain:
 - (a) A serving of fluid milk as a beverage, or on cereal, or used in part for each purpose.
 - (b) A serving of fruit(s) or vegetable(s) or full-strength fruit or vegetable juice, or any combination of these foods.
 - (c) A serving of whole-grain or enriched bread; or corn-bread, biscuits, rolls, muffins, etc., made with whole-grain or enriched meal or flour; or whole-grain or enriched or fortified cereal; or cooked whole-grain or enriched pasta or noodle products such as macaroni, or cereal grains such as rice, bulgur, or corn grits; or any combination of these foods.

- 2) A lunch or supper shall contain:
 - (a) A serving of fluid milk as a beverage.
 - (b) A serving of lean meat, poultry or fish, or yogurt; or cheese; or an egg; or cooked dry beans or peas; or peanut butter; or nuts and seeds; or alternate protein products; or a combination of any of these foods.
 - (c) Two or more servings of vegetables and/or fruits, or any combination of both. Full-strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.
 - (d) A serving of whole-grain or enriched bread; or corn-bread, biscuits, rolls, muffins, etc., made with whole-grain or enriched meal or flour; or whole-grain or enriched or fortified cereal; or cooked whole-grain or enriched pasta or noodle products such as macaroni, or cereal grains such as rice, bulgur, or corn grits; or any combination of these foods.
- 3) Supplemental food shall include two of the following four components:
 - (a) A serving of full-strength fruit or vegetable juice or an equivalent quantity of fruit or vegetable. Juice may not be served when milk is served as the only other component.
 - (b) A serving of whole-grain or enriched bread; or corn-bread, biscuits, rolls, muffins, etc., made with whole-grain or enriched meal or flour; or whole-grain or enriched or fortified cereal; or cooked whole-grain or enriched pasta or noodle products such as macaroni, or cereal grains such as rice, bulgur, or corn grits; or any combination of these foods.
 - (c) A serving of fluid milk as a beverage, or on cereal, or used in part for each purpose.
 - (d) A serving of meat or meat alternate.
3. Except as otherwise provided in this section, the minimum amounts of component foods to serve at meals for infants birth through 11 months, children ages 1-12 years and adult participants are as listed in Department Guidance Memorandums and 7 CFR 226.
4. To improve the nutrition of participating children over one year of age, additional foods may be served with each meal as follows:
 - a. Breakfast: (i) Include as often as practical an egg; or a 1-ounce serving (edible portion as served) of meat, poultry or fish; or 1 ounce of cheese; or 2 tablespoons of peanut butter, 4 ounces of yogurt or an equivalent (ii) Additional foods may be served as desired.
 - b. Lunch or supper: Additional foods may be served as desired.
 - c. Supplemental food: Additional foods may be served as desired.

II. AGREEMENT

5. **Adult Day Care Only:** Breakfast, lunch and supper shall contain the food components as set forth in subparagraph 2 above, except that, for adult participants in adult day care centers, breakfast, lunch and supper must provide two (2) servings of grains/breads, and supper does not require a serving of fluid milk.

An adult day care center may elect to implement an "offer vs. serve" provision for meal service as described below.

- a. Each adult day care center shall offer its adult participants all of the required food servings as set forth above. However, at the discretion of the adult day care center, adult participants may be permitted to decline:
 - 1) One of the four food items (one serving of milk, one serving of vegetable and/or fruit, and two servings of grains/breads required at breakfast);
 - 2) Two of the six food items (one serving of milk, two servings of vegetable and/or fruit, two servings of grains/breads and one serving of meat or meat alternate) required at lunch;
 - 3) Two of the five food items (two servings of vegetables and/or fruit, two servings of grains/breads, and one serving of meat or meat alternate) required at supper.
 - b. The price of a reimbursable meal shall not be affected if an adult participant declines a food item.
6. Price each meal as a unit (if meals are priced separately).
 7. If there is a separate charge for meals, ensure that meals are served free or at a reduced price to all participants eligible for free or reduced price meals in accordance with the Department's household size-income standards, and an approved Pricing Program Addendum is on file with the Department.
 8. Allow all participants equal access to the food service and to all child/adult care services and facilities regardless of the inability to pay the full price of meals or because of the participant's race, color, national origin, sex, age or disability.
 9. Claim reimbursement for the types of meals provided to participants at the rates assigned by the Department or at such other rate as the Department may subsequently assign. Reimbursement claims will be limited as specified in the Guidance Memorandums and 7 CFR 226.
 10. Submit claims for reimbursement in accordance with procedures established by the Department.
 11. Maintain, in the storage, preparation and service of food, proper sanitation and health standards in conformance with all applicable state and local laws and regulations.
 12. Maintain full and accurate records of the Program according to Department Guidance Memorandums and 7 CFR 226, and retain such records for a period of three years after the end of the fiscal year to which they pertain; except that, if audit findings have not been resolved, the records shall be retained as long as required for the resolution of the issues raised by the audit. Examples include:
 - a. Enrollment
 - 1) Participant enrollment records and attendance/residence records
 - 2) Household size-income statements of enrolled participants eligible for free and reduced price categories
 - 3) Household Size-Income Record Forms
 - 4) Records of the age of participants or records that demonstrate that participants meet functional impairment eligibility requirements per 226.19a(b)1 (Adult Day Care Center)
 - 5) Records of individual plans for care for functionally impaired adults per 226.19a(b)1 (Adult Day Care Center)
 - b. Meals
 - 1) Daily number of meals served to participants, by type of meal (breakfast, AM snack, lunch, PM snack, supper and/or Additional snack)
 - 2) Daily number of meals served to program and nonprogram adults, by type of meal (breakfast, AM snack, lunch, PM snack, supper, and/or Additional snack)
 - 3) Menus and production records
 - c. Program Income (receipts)
 - 1) From participant's payments
 - 2) From federal reimbursement
 - 3) From nonprogram participants' payments
 - 4) From all other sources, including loans to the program
 - d. Program expenditures necessary to verify nonprofit status
 - 1) For food
 - 2) For nonfood supplies
 - 3) For labor
 - 4) For administrative expenses
 - 5) For purchased services
 - 6) For rental of equipment
 - 7) For purchase of equipment identified specifically as Program's nonexpendable property
 - e. Administration
 - 1) Licensing status
 - 2) Tax-exempt status or Title XIX or XX (Adult Day Care Center) or Title XX (Child Care Center) enrollment records.
 - 3) Documentation of visits or reviews to monitor compliance (This requirement pertains only to Institutions administering more than one Site.)
13. Follow competitive bidding procedures required by the Program regulations.
 14. Sponsoring organization shall provide adequate supervisory and operational personnel for overall monitoring and management of each food service operation, including adequate personnel to review each facility at least three times each year, including one review during the first four weeks of Program operations. These reviews cannot be more than six months apart. All facilities must receive two unannounced reviews every year, with at least one unannounced review including the observation of a meal service with participants present. If, in a review of a facility, a sponsoring organization detects one or more serious deficiencies, the next review of that facility must be unannounced. Monitoring staff must have photo identification that demonstrates they are employees of the sponsoring organization. Sponsoring organizations of 25 or more facilities must comply with the monitor staffing ratios of one (1) FTE for every 25-150 claiming facilities, as specified by § 226.16(b)(1), 226.6(b)(18)(ii)(B), 226.6(f)(2) and Department guidance.
 15. Upon request, make all accounts and records pertaining to the Program available to the Department and the Food and Nutrition Service of the U.S. Department of Agriculture for audit or administrative review during normal working hours.
 16. Be a nonprofit organization which has tax-exempt status under the Internal Revenue Code of 1986, or participates in another federal program which requires nonprofit status; or a for-profit organization, which receives compensation under Title XIX or XX (Adult Day Care) or Title XX or Free/Reduced Price eligibility (Child Care Center) for at least 25 percent of the enrolled participants or 25 percent of the licensed capacity, whichever is less.
 17. Ensure that all Sites have Federal, state or local government licensing, or, if licensing is not available, demonstrate compliance with the CACFP state and local health and safety standards outlined in the Program regulations.
 18. Provide organized care for participants in nonresidential nonschool situations.
 19. Meet all requirements outlined in the Program regulations.
 20. Collect household size-income information for enrolled participants, as required by the Department, at all Sites to determine the number meeting the Department's household size-income standards for the free and reduced price meal categories. (Not applicable for after school hours care sites or emergency shelters.)
 21. Provide on an annual basis to the information media serving the area from which the Institution draws its attendance a public release announcing the availability of free meals to all enrolled participants (if no separate meal charge is imposed) or the availability of free and reduced price meals to enrolled participants meeting the approved eligibility criteria (if a separate meal charge is imposed). The release must include the income guidelines for reduced price meals and must state that meals are available to enrolled participants without regard to race, color, national origin, sex, age or disability.

II. AGREEMENT (cont.)

22. a. The Program applicant hereby agrees that it will comply with all requirements of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), Department of Justice (28 CFR Parts 42 and 50) and FNS directives or regulations issued pursuant to these Acts to the effect that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Program applicant received federal financial assistance from the Department; and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all federal financial assistance, grants and loans of federal funds, reimbursable expenditures, grant or donation of federal property and interest in property, the detail of federal personnel, the sale and lease of, and the permission to use, federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be serviced by such sale, lease or furnishing of services to the recipient, or any improvements made with federal financial assistance extended to the Program applicant by the Department. This includes any agreement, arrangement, or other contract which has as one of its federal purposes the provision of cash assistance for the purchase of food, and cash for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the Program applicant agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of Title VI and permit authorized USDA personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975. If there are any violations of this assurance, the U.S. Department of Agriculture, Food and Nutrition Service, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from the Department. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant.

- b. Include on each piece of information provided to adult household member regarding the CACFP and on any forms necessary for participation in the CACFP, the following nondiscrimination statement and procedure for filing a complaint: "In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination write USDA, Director, Office of Civil Rights, 1400 Independence Avenue SW, Washington, DC 20250-9410 or call (800) 795-3272 or (202) 720-6382 (TTY). USDA is an equal opportunity provider and employer."
- c. If the material is too small to permit the full statement to be included, the material will at a minimum include the statement, in print size no smaller than the text that "This institution is an equal opportunity provider."
- d. Display, in a prominent place, the nondiscrimination poster entitled "And Justice for All..."
- 23 Accept final financial and administrative responsibility for management of an effective food service. The Institution further agrees to comply with all requirements as specified under 7CFR 226.

245. Certify that loan collateral costs will not be charged to the CACFP. The Institution further certifies that advance payment of CACFP funds or sponsored facility reimbursement payments will not be used as the basis (whole or in part) for securing a loan.
25. Allow representatives from the Department, the United States Department of Agriculture and other relevant government agencies to make unannounced visits to the Institution's administrative offices and all participating Sites to review the meal service and Program records during normal hours of operation.
26. Distribute the CACFP parental notification flier to the households of all enrolled children and newly enrolling children (excludes Adult Day Care Centers).
27. It is recommended that the Institution displays in a prominent location the CACFP poster "Building for the Future" (excludes Adult Day Care Centers and Emergency Shelters).
28. Conduct household contacts of enrolled children as required by CACFP regulations and USDA and Department guidance. (Excludes Adult Day Care Centers and Emergency Shelters)
29. Submit information (as a new or renewing institution) sufficient to document that the institution is financially viable, is administratively capable of operating the Program in accordance with § 7CFR 226.6(b)(18), and has internal controls in effect to ensure accountability.

THE DEPARTMENT AND INSTITUTION MUTUALLY AGREE THAT:

1. Each Institution for which a Site Application has been accepted and approved shall be part of this Agreement.
2. The "Policy Statement for Meals Served" hereof shall be a part of this agreement.
3. The Department shall promptly notify the Institution of any change in the minimum meal requirements or in the assigned rates of reimbursement or in other approved reimbursement. The Department shall not make any change in the minimum meal requirements to become effective in less than 60 days after publication of the notice thereof.
4. No member or delegate to Congress or resident commissioner shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.
5. For the purpose of this agreement, the following terms shall mean, respectively:
 - a. **Adult Day Care Center:** Any public or private nonprofit organization, or any proprietary Title XIX or Title XX center (as defined in this section) which: 1) is licensed or approved by federal, state, or local authorities to provide nonresidential adult day care services to functionally impaired adults (as defined in this section) and/or to adults 60 years or older, in a group setting outside their home or a group living arrangement (as defined in this section) or on a less than 24-hour basis, and 2) provides for such care and services directly or under arrangements made by the agency or organization whereby the agency or organization maintains professional management responsibility for all such services. Such centers shall provide a structured, comprehensive program that provides a variety of health, social and related support services to enrolled adult participants through an individual plan of care.
 - b. **Adult participant:** A person enrolled in an adult day care center who is functionally impaired (as defined in this section) or 60 years of age or older and not residing in an institutionalized setting (e.g. nursing home, community-based residential facility, etc.)
 - c. **"At Risk" After School Hours Care Site:** A site operated by a public or private nonprofit organization or proprietary (for profit) center that provides children with regularly scheduled activities in an organized, structured and supervised environment. These site activities must include educational or enrichment components. All eligible sites must be located in a geographical area served by a school in which 50 percent or more of the enrolled children are eligible for free or reduced price school meals.

II. AGREEMENT

- d. **Block Claim:** A claim for reimbursement submitted by a facility on which the number of meals claimed for one or more meal type (breakfast, AM snack, lunch, PM snack, supper or Additional snack) is identical for 15 consecutive days within a claiming period.
- e. **Center:** A child care center, an "at risk" after school hours care site, an outside-of-school-hours care center, and an adult day care center.
- f. **Child Care Center:** Any public or private nonprofit organization, or any proprietary Title XX center, as defined in this section ("Proprietary Title XX center"), licensed or approved to provide nonresidential child care services to enrolled children, primarily of pre-school age, including but not limited to day care centers, settlement houses, neighborhood centers, Head Start centers and organizations providing day care services for children with disabilities. Child care centers may participate in the Program as independent centers or under the auspices of a sponsoring organization.
- g. **Children:** Persons 12 years of age and under, and migrant workers' children 15 years of age and under, and persons with mental or physical disability as defined by the state, enrolled in an institution or a child care facility serving a majority of persons 18 years of age and under. Persons 18 years and under are classified as children for "At Risk" After School Hours Care Centers and Emergency Shelters.
- h. **Cost of obtaining food:** The cost of obtaining agricultural commodities and other foods for consumption by participants. Such costs may include, in addition to the purchase price of agricultural commodities and other foods, the cost of processing, distributing, transporting, storing or handling of any food purchased for, or donated to, the program.
- i. **Days:** Calendar days unless otherwise specified.
- j. **Disqualified:** The status of an institution, a responsible principal or responsible individual that is ineligible for Program participation due to termination for cause.
- k. **Emergency Shelter:** A public or private nonprofit organization or its site that provides temporary shelter and food services to homeless children.
- l. **Facility:** A sponsored child care center, outside-of-school-hours-center, for profit center, an "at risk" after school hours care site, emergency shelter, or adult care center.
- m. **Fiscal Year:** A period of 12 calendar months beginning with October 1 of any calendar year and ending with September 30 of the following calendar year.
- n. **FNS:** The Food and Nutrition Service of the United States Department of Agriculture.
- o. **FNSRO:** The appropriate Regional Office of the Food and Nutrition Service.
- p. **Functionally impaired adult:** Chronically impaired disabled persons 18 years of age or older, including victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction, who are physically or mentally impaired to the extent that their capacity for independence and their ability to carry out activities of daily living is markedly limited. Activities of daily living include, but are not limited to, adaptive activities such as cleaning, shopping, cooking, taking public transportation, maintaining a residence, caring appropriately for one's grooming or hygiene, using telephones and directories, or using a post office. Marked limitations refer to the severity of impairment, and not the number of limited activities, and occur when the degree of limitation is such as to seriously interfere with the ability to function independently.
- q. **Group Living Arrangement:** Residential communities which may or may not be subsidized by federal, state or local funds but which are private residences housing an individual or a group of individuals who are primarily responsible for their own care and who maintain a presence in the community but who may receive on-site monitoring.
- r. **Household Contact:** A contact made by a sponsoring organization or state agency to an adult member of a household with a child in a child care center in order to verify the attendance and enrollment of the child and the specific meal service(s) which the child routinely receives while in care.
- s. **Infant Formula:** Infant formula means any iron-fortified formula intended for dietary use solely as a food for normal, healthy infants; excluding those formulas specifically formulated for infants with inborn errors of metabolism or digestive or absorptive problems. Infant formula, as served, must be in a liquid state at recommended dilution.
- t. **Institution:** A sponsoring organization, child care center, "at risk" after school hours care site, a outside-of-school hours care center, adult day care center, or emergency shelter which enters into an agreement with the state agency to assume final administrative and financial responsibility for Program operations.
- u. **Internal Controls:** The policies, procedures, and organizational structure of an institution designed to reasonably assure that:
 - 1) The Program achieves its intended results;
 - 2) Program resources are used in a manner that protects against fraud, abuse, and mismanagement and in accordance with law, regulations, and guidance; and
 - 3) Timely and reliable Program information is obtained, maintained, reported, and used for decision-making.
- v. **Meal:** Food which is served to enrolled participants during their attendance at an institution, child care facility or adult day care facility and which meets the nutritional requirements listed in Department Guidance Memorandums and 7 CFR 226.
- w. **Medicaid Participant:** An adult participant who receives assistance under Title XIX of the Social Security Act, the Grant to states for Medical Assistance Programs-Medicaid.
- x. **Milk:** Pasteurized fluid types of unflavored or flavored whole milk, low fat milk, skim milk or cultured buttermilk which meets state and local standards for such milk, except that, in the meal pattern for infants (0 to 1 year of age), milk means breast milk or iron-fortified infant formula.
- y. **National Disqualified List:** The list, maintained by the USDA, of institutions, responsible principals and responsible individuals, and day care homes disqualified from participation in the Program.
- z. **New institution:** An institution applying to participate in the Program for the first time, or an institution applying to participate in the Program after a lapse in participation.
- aa. **Nonpricing program:** An institution in which there is no separate identifiable charge made for meals served to participants.
- bb. **Nonprofit food service:** All food service operations conducted by the Institution principally for the benefit of enrolled participants or which all of the Program reimbursement funds are used solely for the operation or improvement of such food service.
- cc. **Nonresidential:** The same participants are not maintained in care for more than 24 hours on a regular basis.
- dd. **Notice:** A letter sent by certified mail, return receipt (or the equivalent private delivery system), by facsimile, or by email, that describes an action proposed or taken by a state agency or FNS with regard to an institution's Program reimbursement or participation. Notice also means a letter sent by certified mail, return receipt (or the equivalent private delivery service), by facsimile, or by email, that describes an action proposed or taken by a sponsoring organization with regard to a day care home's participation. The notice must specify the action being proposed or taken and the basis for the action, and is considered to be received by the institution or day care home when it is delivered, sent by facsimile, or sent by email. If the notice is undeliverable, it is considered to be received by the institution, responsible principal or responsible individual, or day care home five days after being sent to the addressee's last known mailing address, facsimile number, or email address.

II. AGREEMENT (cont.)

- ee. **Operating Cost:** Operating cost means expenses incurred by an institution in serving meals to participants under the Program, and allowed by the state agency guidance and financial management instructions.
- ff. **Outside-of-School-Hours Care Center:** A public or private nonprofit organization, or a proprietary for profit center, licensed or approved to provide organized nonresidential child care services to enrolled children outside of school hours. Outside-school-hours care centers may participate in the Program as independent centers or under the auspices of a sponsoring organization. Outside-school-hours care centers that are not licensed must meet all applicable state or local health and safety standards.
- gg. **Participant:** A child whose parent or guardian has submitted to an institution a signed document that indicates that the child is enrolled for child care or an adult participant as defined above, who is eligible for benefits of CACFP and receiving meal(s) or snack(s).
- hh. **Pricing program:** An institution in which a separate identifiable charge is made for meals served to participants.
- ii. **Principal:** Any individual who holds a management position within, or is an officer of, an institution or a sponsored center, including all members of the institution's board of directors or the sponsored center's board of directors.
- jj. **Proprietary Title XIX (Adult Day Care) center:** Any private, for profit center i) providing nonresidential adult day care services for which it receives compensation from amounts granted to the states under Title XIX of the Social Security Act, and ii) in which Title XIX beneficiaries were not less than 25 percent of the enrolled eligible participants in the calendar month preceding initial application or annual reapplication for Program participation.
- kk. **Proprietary Title XX Center:** Any private, for profit center: (i) providing nonresidential child care services for which it receives compensation from amounts granted to the states under Title XX of the Social Security Act, and in which Title XX child care beneficiaries constitute not less than 25 percent of the enrolled eligible participants or licensed capacity, whichever is less, during the calendar month preceding initial application or annual reapplication for Program participation, or (ii) in which not less than 25 percent of the enrolled children or 25 percent of the licensed capacity, whichever is less, are eligible for free and reduced price (F/RP) meals.
- ll. **Proprietary Title XX (Adult Day Care) center:** Any private, for profit center i) providing nonresidential adult day care services for which it receives compensation from amounts granted to the states under Title XX of the Social Security Act, and (ii) in which Title XX beneficiaries were not less than 25 percent of the enrolled eligible participants during the calendar month preceding initial application or annual reapplication for Program participation.
- mm. **Renewing institution:** An institution that is participating in the Program at the time it submits a renewal application.
- nn. **Responsible principal or responsible individual:** Responsible principal or responsible individual means:
- 1) A principal, whether compensated or uncompensated, who the state agency or FNS determines to be responsible for an institution's serious deficiency;
 - 2) Any other individual employed by, or under contract with, an institution or sponsored center, who the state agency or FNS determines to be responsible for an institution's serious deficiency; or
 - 3) An uncompensated individual who the state agency or FNS determines to be responsible for an institution's serious deficiency.
- oo. **Seriously Deficient:** The status of an institution or a day care home that has been determined to be non-compliant in one or more aspects of its operation of the Program.
- pp. **Sponsoring Organization:** A public or nonprofit private organization which is entirely responsible for the administration of the food Program in: (i) One or more day care homes; (ii) a child care center; outside school hours care center; adult day care center; "at risk" after school hours care site; or emergency shelter, family shelter for battered women, or any other such location providing temporary residence for children and their parents or guardians, which is a legally distinct entity from the sponsoring organization (iii) two or more child care centers, outside school hours care centers; adult day care centers; "at risk" after school hours care sites; or emergency shelters, family shelter for battered women, or any other such location providing temporary residence for homeless children ; or (iv) any combination of child care centers; day care homes; outside school hours care centers; adult day care centers, "at risk" after school hours care sites; or emergency shelters, family shelter for battered women, or any other such location providing temporary residence for homeless children . The term "sponsoring organization" also includes a for-profit organization which is entirely responsible for administration of the Program in any combination of two or more child care centers; adult day care centers; outside school hours care centers; "at risk" after school hours care sites; or emergency shelters, family shelter for battered women, or any other such location providing temporary residence for homeless children which are part of the same legal entity as the sponsoring organization, and which are proprietary Title XIX or XX centers, as defined in this section.
- qq. **SSI participant:** An adult participant who receives assistance under Title XVI of the Social Security Act, the Supplemental Security Income (SSI) for the Aged, Blind and Disabled Program.
- rr. **State Agency List:** An actual paper or electronic list, or the retrievable paper records, maintained by the state agency, that includes a synopsis of information concerning seriously deficient institutions and providers terminated for cause in that state. The list must be made available to FNS upon request, and must include the following information:
- 1) Institutions determined to be seriously deficient by the state agency, including the names and mailing addresses of the institutions, the basis for each serious deficiency determination, and the status of the institutions as they move through the possible subsequent stages of corrective action, proposed termination, suspension, agreement termination, and/or disqualification, as applicable;
 - 2) Responsible principals and responsible individuals who have been disqualified from participation by the state agency, including their names, mailing addresses and dates of birth; and
 - 3) Day care home providers whose agreements have been terminated for cause by a sponsoring organization in the state, including their names, mailing addresses, and dates of birth.
- ss. **Suspended:** The status of an institution or day care home that is temporarily ineligible for participation (including Program payments).
- tt. **Suspension Review:** The review provided, upon the institution's request, to an institution that has been given a notice of intent to suspend participation (including Program payments), based on a determination that the institution has knowingly submitted a false or fraudulent claim.
- uu. **Title XVI:** Title XVI of the Social Security Act which authorizes the Supplemental Security Income for the Aged, Blind and Disabled Program-SSI.
- vv. **Title XIX:** Title XIX of the Social Security Act that authorizes the grants to states for Medical Assistance Programs-Medicaid.
- ww. **Title XX:** Title XX of the Social Security Act.
- xx. **Unannounced Review:** An on-site review for which no prior notification is given to the facility or institution.

II. AGREEMENT

6. This is a Permanent Agreement between the Institution listed on page one and the Wisconsin Department of Public Instruction (the Department) for participation in the Child and Adult Care Food Program (CACFP). The U.S. Department of Agriculture regulations governing this program are 7 Code of Federal Regulations Part 226. This agreement shall remain in effect until it is amended by the Wisconsin Department of Public Instruction (DPI) or it is terminated by either party.

The Department's Agreement to reimburse the Institution is conditioned upon the continued availability of funds appropriated for Child and Adult Care Food Program purposes for such first fiscal year or upon the appropriation of funds by the Congress for such second fiscal year in a sufficient amount, and no legal liability on the part of the Government for the payment of any money shall arise unless and until such appropriation shall have been provided.

7. This Agreement may be terminated upon (ten) 10 days' written notice on the part of either party hereto. The Department will not terminate the Agreement with any agency declared to be seriously deficient. The Department shall issue a Notice of Intent to Terminate to the Program Agreement with any institution that it determines to be seriously deficient if the institution has not taken acceptable corrective action.

The list of serious deficiencies is not identical for each category of institution (new, renewing, participating) because the type of information likely to be available to the state agency is different, depending on whether the state agency is reviewing a new or renewing institution's application or is conducting a review of a participating institution. Serious deficiencies for new institutions are: (a) submission of false information on the institution's application, including but not limited to a determination that the institution has concealed a conviction for any activity that occurred during the past seven years and that indicates a lack of business integrity. A lack of business integrity includes fraud, anti trust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, obstruction of justice, or any other activity indicating a lack of business integrity as defined by the state agency; or (b) any other action affecting the institution's ability to administer the Program in accordance with Program requirements.

Serious deficiencies for renewing institutions are: (a) submission of false information on the institution's application, including but not limited to a determination that the institution has concealed a conviction for any activity that occurred during the past seven years and that indicates a lack of business integrity. A lack of business integrity includes fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, obstruction of justice, or any other activity indicating a lack of business integrity as defined by the state agency; (b) failure to operate the Program in conformance with Performance Standard 1 (financial viability), Performance Standard 2 (administrative capability), or Performance Standard 3 (Program accountability); (c) failure to comply with the bid procedures and contract requirements of applicable Federal procurement regulations; (d) use of a food service management company that is in violation of health codes; (e) failure by a sponsoring organization to properly train or monitor sponsored facilities in accordance with § 226.16(d); (f) failure to perform any of the other financial and administrative responsibilities as specified by 7CFR 226; or (g) any other action affecting the institution's ability to administer the Program in accordance with Program requirements.

Serious deficiencies for participating institutions are: (a) submission of false information on the institution's application, including but not limited to a determination that the institution has concealed a conviction for any activity that occurred during the past seven years and that indicates a lack of business integrity. A lack of business integrity includes fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, obstruction of justice, or any other activity indicating a lack of business integrity as defined by the state agency; (b) permitting an individual who is on the National disqualified list to serve in a principal capacity with the institution or, if a sponsoring organization, permitting such an individual to serve as a principal in a sponsored center or as a day care home; (c) failure to operate the Program in conformance with Performance Standard 1 (financial viability), Performance Standard 2 (administrative capability), or Performance Standard 3 (Program accountability); (d) failure to comply with the bid procedures and contract requirements of applicable Federal procurement regulations; (e) failure to return to the state agency any advance payments that exceeded the amount earned for serving eligible meals, or failure to return disallowed start-up or expansion payments; (f) failure to maintain adequate records; (g) failure to adjust meal orders to conform to variations in the number of participants; (h) claiming reimbursement for meals not served to participants; (i) claiming reimbursement for a significant number of meals that do not meet Program requirements; (j) use of a food service management company that is in violation of health codes; (k) failure of a sponsoring organization to disburse payments to its facilities in accordance with the regulations at § 226.16(g) and (h) or in accordance with its management plan; (l) claiming reimbursement for meals served by a proprietary title XX child care center during a calendar month in which less than 25 percent of enrolled children or 25 percent of licensed capacity, whichever is less, were title XX beneficiaries, or claiming reimbursement for meals served by a proprietary title XIX or title XX adult day care center during a calendar month in which less than 25 percent of its enrolled adult participants were title XIX or title XX beneficiaries; (m) failure by the sponsoring organization to properly train or monitor sponsored facilities in accordance with § 226.16(d); (n) failure to perform any of the other financial and administrative responsibilities required by 7CFR 226; (o) the fact the institution or any of the institution's principals have been declared ineligible for any other publicly funded program by reason of violating that program's requirements. However, this prohibition does not apply if the institution or the principal has been fully reinstated in, or is now eligible to participate in, that program, including the payment of any debts owed; (p) conviction of the institution or any of its principals for any activity that occurred during the past seven years and that indicates a lack of business integrity. A lack of business integrity includes fraud, anti trust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, obstruction of justice, or any other activity indicating a lack of business integrity as defined by the state agency; or (q) any other action affecting the institution's ability to administer the Program in accordance with Program requirements. Any termination or expiration of this Agreement, however, shall not affect the obligation of the Institution to maintain and retain records and to make such records available for audit.

8. The terms of this Agreement shall not be modified or changed in any way other than by the consent in writing of both parties hereto.

III. POLICY STATEMENT FOR MEALS SERVED

THE INSTITUTION/SPONSORING AGENCY ASSURES the Wisconsin Department of Public Instruction that the policy herein stated will be uniformly applied and implemented for all participating child care centers, adult day care centers, outside of school hours care centers, at risk after school hours care site, and emergency shelters under its jurisdiction.

The institution/sponsoring agency assures that all participants are served the same meals at no separate charge regardless of race, color, disability, sex, national origin, or age and that there is not discrimination in the course of the food service. *If a separate charge is made for food service benefits, contact the department immediately for the proper statement.*

IV. CERTIFICATION STATEMENT Outside of School Hours Centers and At Risk After School Hours Care Sites

In accordance with USDA guidance, Outside of School Hours Centers and At Risk After School Hours Care Sites participating in the CACFP are not required to be licensed unless there is a state or local requirement for licensing. As a condition of receiving federal reimbursement under the CACFP, the Institution/Sponsoring Organization certifies that:

1. Outside of School Hours Centers and At Risk After School Hours Care Sites participating in the CACFP under the Institution's/Sponsoring Organizations' Application/Agreement which are not licensed, are not required to be licensed based on the Department of Health and Family Services criteria that "No person may for compensation provide care and supervision for 4 or more children under the age of seven for less than 24 hours a day unless that person obtains a license to operate a day care center from the department, "Sec 48.65(1) Wis. Stats.
2. The Institution/Sponsoring Organization shall require Outside of School Hours Centers and At Risk After School Hours Care Sites to advise the sponsor of any change in conditions that may require such sites to be licensed and that such requirement shall be part of the site agreement the Institution/Sponsoring Organization executes with such site(s).
3. Should the Institution/Sponsoring Organization receive information or otherwise have knowledge of any change at a site that may affect the site's need to obtain a license, the Institution/Sponsoring Organization shall notify immediately the Department of Health and Family Services in effort to obtain licensure if the site elects to continue participation on the CACFP, or if licensure is required and the site elects not to satisfy the licensure requirement the site shall be immediately terminated from the CACFP. The Institution/Sponsoring Organization also agrees to notify immediately the Department of Public Instruction of such action(s).
4. The Institution/Sponsoring Organization agrees that meals and snacks will not be claimed for any site that is not in compliance with the licensure requirement.

V. CERTIFICATION STATEMENT

1. **I CERTIFY** that the information on this Permanent Agreement/Policy statement and all related attachments is true and correct to the best of my knowledge and that the Institution herein named is in compliance with the audit requirements stated in 7 CFR Part 3052.
2. The Institution named herein accepts final financial and administrative responsibility for management of an effective food service, and further agrees to comply with all requirements as specified under 7 CFR 226.
3. An Institution/Sponsoring Organization certifies that all key staff (as defined by Wisconsin Department of Public Instruction) has attended annual program training and documentation is on file in support of this certification.
4. The Institution certifies that neither it nor any of its principals have been declared ineligible to participate in any other publicly funded program by reason of violating that programs' requirements.
5. The Institution certifies that neither it or any of its principals has been convicted of any activity that occurred in the past seven years and that indicated a lack of business integrity. (A lack of business integrity includes fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims obstructing justice, or any other activity indicating a lack of business integrity as defined by the state agency.)
6. Institutions and individuals providing false certifications will be placed on the National Disqualified List and will be subject to any other applicable civil or criminal penalties.
7. The Institution further certifies that a screening process is in place to scrutinize any criminal convictions of board members that may disqualify them from performing program administrative functions.
8. I understand that this information is being provided in connection with receipt of federal funds and that deliberate misrepresentation may subject me to prosecution under applicable state and federal criminal statutes.
9. By continuing to operate the CACFP after the enactment or issuance of any changed or new statutes and regulations applicable to the Program covered by this Agreement and any changed and new instructions, policy memoranda, guidance and other written directives interpreting these statutes and regulations, the sponsoring organization agrees to comply with them. If the institution does not wish to comply with any changed or new items, the institution must seek to terminate the agreement in accordance with the terms outlined in this PI-1486-AP.
10. I further agree to abide by the terms and conditions of the Permanent CACFP Agreement/Policy Statement and the Annual CACFP Application.

V. SIGNATURE

Signature of Authorized Representative	Signature
Title of Authorized Representative	Title Director, Community Nutrition Programs
Date Mo./Day/Yr.	Date Mo./Day/Yr.